

STAFF REPORT

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**Date:** March 15, 2007  
**To:** Chairman and Members of the Tres Hermanos Conservation Authority  
**From:** Executive Director  
**Subject:** Request for Proposals for Consulting Services

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**Recommendation:**

That the Authority discuss and direct Staff as appropriate regarding the format of the attached Request for Proposals (RFP) and authorize the Executive Director to distribute the RFP to prospective proposers.

Recommended by:

Respectfully Submitted by:

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Douglas N. La Belle, Executive Director

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James DeStefano, Deputy Executive  
Director

Attachment

# Tres Hermanos Conservation Authority

## **REQUEST FOR PROPOSALS for**

**Tres Hermanos Ranch**

**Land Use Concept Planning Services**



**PROPOSALS DUE:**

**4:00 PM, Thursday, NOVEMBER 30, 2006**

# **Tres Hermanos Conservation Authority**

## **REQUEST FOR PROPOSALS for**

### **Tres Hermanos Ranch**

### **Land Use Concept Planning Services**

**Project Name:** Tres Hermanos Ranch Land use Concept Planning Services

**Proposal Due Date:** Thursday, November 30, 2006  
**Time:** 4:00 P.M.

**Proposals must be submitted to:**

TRES HERMANOS CONSERVATION AUTHORITY  
**Douglas N. La Belle, Executive Director**  
2001 Grand Avenue  
Chino Hills, CA 91709

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#### **INTRODUCTION**

The Tres Hermanos Conservation Authority (Authority) is a joint powers agency created in 1999 by a joint powers agreement between the Cities of Chino Hills and Diamond Bar. The purpose of the Authority is to coordinate the overall conservation and development of a large 2,400 acre undeveloped area of real property located within both cities known as the Tres Hermanos Ranch by preparing plans, studies, and environmental review and by recommending appropriate actions to its member Cities.

The Authority is interested in the preparation of a master plan to guide development within the 2,400 acre in a sensitive manner that is beneficial to both cities and the land owner. The property of the property is the Industry Urban Redevelopment Agency. The City of Industry serves as an Ex-Official member of the Authority.

The Authority is seeking multi-disciplinary firms to assist with formulating a land use concept plan for the entire site that will include an analysis of market opportunities, economic impacts, environmental constraints, land use potential, and circulation and traffic issues associated with future development.

Tres Hermanos is unique in that it is a large undeveloped property with rolling hills and grasslands and a central valley area that is surrounded by fully developed residential and institutional areas within the cities of Chino Hills and Diamond Bar. The Tres Hermanos Ranch site encompasses approximately 2,400-acres with approximately 700 acres of the site lying within the northeastern portion of City of Diamond Bar in Los Angeles County and approximately 1,400 acres located within the western edge of the City of Chino Hills in San Bernardino County. The entire property is owned by the City of Industry Urban Development Agency.

#### **BACKGROUND**

## Regional and Local Context

The site is located generally southeast of the junction of the SR-60 and SR-57 Freeways in the easternmost part of the City of Diamond Bar and Los Angeles County and the westernmost part of the City of Chino Hills and San Bernardino County. The SR-71 Freeway is located approximately 4 miles to the west of the site. Currently, local access to the site is limited to Chino Hills Parkway along the northeastern boundary of the site and Grand Avenue which bisects the site.

Although the site itself is primarily undeveloped, it is surrounded by residential uses in the City of Diamond Bar along the western border of the property and residential uses and a community park located within the City of Chino Hills along the eastern border. The southern section of the Tres Hermanos Ranch property borders the Firestone Boy Scout Reservation, also owned by the City of Industry. Diamond Ranch High School is located adjacent to the northern portion of the site.

## Environmental Setting

Rolling hillsides of open grasslands dominate the property, which has historically been used for cattle grazing continuing to this day. In areas that have not been touched by cattle grazing, there can be found groves of Oaks and Sycamores and native vegetation that include coastal sage scrub and cactuses. The hillsides drain south into Tonner Canyon wash that traverses most of the center portion of the site, particularly that area south of Grand Avenue. There are several areas where water can be seen within in the canyon area. Just south of Grand Avenue, there is a small lake, known as Lake Arnold, and marshy areas where water levels rise and fall according to the seasonal rains. A single unoccupied residential dwelling unit is located south of Grand Avenue within the City of Chino Hills.

## Regulatory Setting

The City of Chino Hills General Plan designates the approximately 1,700 acre portion of the property within the city as Agricultural/Ranch which permits a density of 0-0.2 dwelling units per acre and is intended for agriculture and related uses such as equestrian estates, cattle grazing, and other types of agriculture. The property is zoned R-A (Agricultural Ranch) and allows for agriculture and related uses. Measure U, a growth control measure approved by the Chino Hills voters, limits the number of residential units that can be built on a property to the number allowed by the General Plan. Presently, the number of residential units permissible upon the Tres Hermanos site is limited to approximately 320 dwelling units. Any increase in the number of residential units for the site must be approved by the voters.

The General Plan for the City of Diamond Bar designates the approximately 700 acre property within its jurisdiction as PA-1/Specific Plan (Planning Area No. 1 with Specific Plan requirement). The property is intended for future development with educational, residential, commercial and institutional uses that are part of master planned community. The property is zoned AG (Agricultural) and is classified for agricultural and related uses with a residential density of one dwelling unit allowed per five gross acres.

## **PROJECT DESCRIPTION**

The Authority is seeking proposals to provide a conceptual land use study and plans for the entire 2,400 acre Tres Hermanos Ranch property site. The goal of the study is to provide an overall guide to direct how the property may best be utilized in the future. The land use study is intended to include comprehensive plans for the best use of the site benefiting the City of Chino Hills and the City Diamond Bar as well as the property owner. The land use concept plans should incorporate protection of the natural and environmental assets, as is appropriate.

The conceptual land use study should take a multi-disciplinary approach to planning for the site and include an environmental opportunities and constraints analysis, an economic/ market analysis, housing needs analysis, commercial needs analysis, transportation and circulation requirements, and conceptual plans indicating potential land uses.

The study shall cover entire 2,400-acre site and involve three separate land use scenarios for the property. The final document should include both conceptual land use maps and text descriptions of the proposed land use concept plans.

## **REQUIREMENTS, SCOPE OF WORK AND PRODUCTS**

All proposals must include a detailed scope of work, time table, and the necessary tasks to complete the work. Proposals must be outlined in a clear and logical format and the conceptual land use study should include, at a minimum, the following sections:

- A. Site Description: Review of the current physical nature of the site;
- B. Land Use Study: A minimum of three conceptual land use plan scenarios. The conceptual land use plan could include some or all of the following uses: residential; commercial; recreational; and institutional.
- C. Economic Analysis: An economic analysis incorporating a market study should be provided as a foundation for the proposed land use scenarios;
- D. Housing Need Analysis: An analysis of housing needs of the cities of Chino Hills, Diamond Bar and Industry as relates to the site;
- E. Environmental description: A general review of the environmental opportunities and constraints.
- F. Maps and diagrams along with text descriptions of the proposed land uses.  
Final product to be provided in an 11" x 17" format.

## **SCOPE OF SERVICES**

- A. Major tasks to be completed:
  - 1. Project management The completion of the scope of services may require the formation of a project team under the direction of a single project manager.
  - 2. Preparation of all necessary maps, concept drawings, color renderings, diagrams, etc. for the project.
  - 3. Presentations to the Authority (and member cities, as required)
  - 4. Research records to obtain all previous studies on the site.
- B. Meetings with the Authority, its member Cities and property owner.
  - 1. Members of the consultant team should be available to meet with the Authority as needed to discuss the project status.
  - 2. Members of the project time shall be available to attend meetings with the Authority its member cities and the property owner.
- C. Deliverables:

The successful proposer shall provide the Authority with hard copies as well as digital formats of all documents. The document format shall be approved by the Authority and shall utilize the latest software versions available, which includes, but is not limited to, AutoCAD, Microsoft Word, and Adobe Portable Document Format (PDF).

  - 1. Three (3) reproducible master copies of the Draft and Final project report.
  - 2. One (1) reproducible master copy of the Draft and Final reports on a CD (writeable) format.
  - 3. Twenty (20) printed copies each of the Draft and Final report.

## **SELECTION CRITERIA**

The Authority will evaluate the information submitted. The evaluation will consider the following criteria when reviewing each proposal:

- 1. Approach to the work including task breakdown and staffing, forty-five percent (45%).

2. Experience and technical competence of the team/ firm and key personnel assigned on similar projects of equal complexity, thirty percent (40%).
3. Reports of references, and the willingness to agree to all terms of the Professional Services Agreement, twenty-five percent (15%).

The Authority reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

## **AUTHORITY SUPPORT**

The Authority will make available, without cost, copies of any reference plans, previous studies, and maps that are available from the member Cities and land owner.

### **Materials to be furnished by the Authority:**

The Authority will provide pertinent materials at no charge to the selected Consultant. The materials may include, but are not limited to:

1. City of Chino Hills and City of Diamond Bar General Plans
2. City of Chino Hills and City of Diamond Bar Development Codes
3. City of Chino Hills and City of Diamond Bar Zoning Maps
4. Tres Hermanos Concept Plan – September 1992

## **PROPOSAL CONTENTS**

### **Specific Proposal Requirements:**

## **QUALIFICATIONS AND EXPERIENCE**

1. Include a general profile of the Consultant firm as follows:
  - a. Firm name, business address, and telephone number.
  - b. Type of organization (e.g. individual, partnership, corporation, joint venture, other).
  - c. The names of the principals of the firm along with their professional qualifications.
  - d. Size of firm.
  - e. Year firm established.
  - f. Insurance (General Liability, Automobile Liability, Worker's Compensation, Professional Liability).
2. Provide resumes of key personnel to be assigned to the project as follows:
  - a. Identification of key personnel and their tasks for the project, along with their professional qualifications, experience, and license numbers, if applicable.
  - b. Provide Authority of residence for all key personnel.
3. Describe the firm's related experience during the last two years. For example:
  - a. Include projects where professional consultant services related to landscape plan check were performed.
  - b. Include examples of other projects that are similar in scope to this one.
  - c. Include the name of the project and a contact person for each example.
4. Provide a list of all proposed subconsultants as follows:
  - a. Business name and location.
  - b. Professional qualifications and similar project experience.
  - c. Description of work to be assigned.

Each firm is invited to include additional information, if the firm believes that the information will be useful and applicable to this proposal.

**General Conditions and Requirements:**

1. Consultant shall include a program for providing on-going project management and coordination. This will ensure that the Authority is kept apprised on a regular basis of the status of the assigned projects and any issues to be resolved. It shall further identify what actions will be taken to complete the assigned projects in a timely fashion and within the established budget.
2. Consultant shall not suspend performance of this contract during the negotiations of any change in scope of work except as directed by Authority. Consultant shall perform all changes in accordance with the terms and conditions of this contract.
3. Where Consultant is required to prepare and submit studies, reports, plans, etc., to Authority as required by this Statement of Work, these shall be submitted in draft as scheduled, and the opportunity provided for Authority to direct revisions, prior to final submission.
4. Consultant shall carry out the instructions as received from the Authority's Project Manager and shall cooperate with the Authority and other agencies involved in the Project.
5. The Consultant shall maintain a set of project files that are indexed and shall hand over all project files to the Authority upon request.
6. The Consultant shall throughout the life of the contract retain within Consultant's firm, or through qualified sub-consultants, a staff qualified to perform each of the tasks listed in this article.
7. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's quote
8. A Statement of Qualifications applicable to this project including the names, qualifications, and proposed duties of the Consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons which the Authority can contact.
- 9.. A statement that all charges for services will be a "Not-To-Exceed" fee, as submitted with and made part of said Consultant's quote.
10. A copy of the Consultant's hourly rate schedule and a written statement that said hourly rate schedule is part of the Consultant's quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
11. A written statement by the Consultant that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
12. A written statement by the Consultant shall allow all authorized federal, state, county, and the Authority official's access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three years.
13. A written statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
14. A written statement that the Consultant shall comply with the California Labor Code. Pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

15. A written statement that the Consultant shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
16. A description of Consultant's approach to the work and a complete analysis of staff hours required of each individual to be assigned to the project. The estimated hours shall identify each task to be done and the assigned individual's level of effort.

### **Administrative Elements:**

The Consultant shall assign a responsible representative and an alternate to perform the assigned tasks. Both staff members shall be identified in the proposal. The Consultant's representative will be responsible for all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative will become the primary representative. The Authority must approve in advance any other changes in responsible representative. The Authority will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract.

The Consultant shall provide a "Fee Schedule" outlining all applicable hourly rates and costs for services. The proposal shall provide a breakdown of fees associated with each project task for every alternative. Consultant shall also submit a 'Not-to-Exceed' total fee for the project in a separate sealed envelope, which shall include all work necessary to complete the project design.

After evaluating the proposals based upon the criteria set forth, it is anticipated that the Authority will develop a short list of firms to be interviewed. Upon completion of the evaluation and interviews, the Authority may select one or more firms to perform the work.

The Authority will not consider late Proposals; reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process; to modify the scope of work subsequent to receipt of future proposals; reserves the right to waive any and all requirements set forth in the RFP; and reserves the right to not award a contract to any party.

### **Professional Services Agreement:**

The Authority has provided a copy of the Agreement for Professional Services. Please review this agreement and provide the Authority with a written statement of your firm's willingness to accept the terms of the agreement. Please specifically identify each and every term of the agreement which your firm is unwilling to accept and the reason therefore.

### **Prevailing Wages:**

The Proposer agrees to abide by the requirements under Section 1773 of the Labor Code of the State of California for general prevailing wages, where it is applicable.



## **Insurance:**

1. Insurance Requirements. Proposer shall provide and maintain insurance acceptable to the Authority Attorney in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, its agents, representatives, or employees. Insurance is to be placed with a current A.M. Best's rating of no less than A: VII. Proposer shall provide the following scope and limits of insurance:

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval by the Authority.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employer's Liability Insurance and covering all persons providing service on behalf of the Proposer and all risks to such persons under this Agreement.

(4) Errors and Omissions liability insurance appropriate to the Proposer's profession.

b. Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation and Employer's Liability: Worker's Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability: \$1,000,000 per occurrence.

2. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions

a. All Policies: Each insurance policy required by this paragraph shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the Authority.

b. General Liability and Automobile Liability Coverages:

(1) Authority, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities Proposer performs, products and completed operations of Proposers; premises owned, leased or hired or borrowed by Proposer. The coverage shall contain no special limitations on the scope of protection afforded to Authority, its officers, officials, employees or volunteers.

(2) Proposer's insurance coverage shall be primary insurance as respects to Authority, its officers, officials, employees or volunteers and shall apply in excess of, and not contribute with, Proposer's insurance.

(3) Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including the breaches of warranties shall not affect coverage provided to the Authority, its officers, officials, employees or volunteers.

c. Worker's Compensation and Employer's Liability Coverage. Unless the Authority otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against the Authority, its officers, officials, employees and agents for losses arising from work performed by Consultant for Authority.

3. Other Requirements. Consultant agrees to deposit with Authority, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy Authority that the insurance provisions of this Agreement have been complied with. The Authority Attorney may require the Proposer furnish the Authority with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Authority reserves the right to inspect complete, certified copies of all required copies of all required insurance policies, at any time.

a. Proposer shall furnish certificates and endorsements from each subcontractor identical to those Proposer provides.

b. Any deductibles or self-insured retention must be declared to and approved by Authority. At the option of the Authority, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Authority, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

c. The procuring of such required policy or policies of insurance shall not be construed to limit Proposer's liability hereunder to fulfill the indemnification provisions and requirements of this Agreement.

## **Subcontracting:**

The Proposer may utilize the services of specialty Subconsultants on those parts of the Work that, under normal contracting practices, are performed by specialty Subconsultants. Unless a specific Subconsultant is listed by Proposer, Proposer is representing to Authority that Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of his/her proposal, the Proposer shall not award Work to any unlisted Subconsultant(s) without prior written approval of the Authority. The Proposer shall be fully responsible to the Authority for the performance of his/her Subconsultants, and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any Subconsultant and the Authority.

## **Proposal Availability and Submittal Information:**

Copies of the Request for Proposals may be obtained at the Community Development Department of the City of Chino Hills, 2001 Grand Ave, Chino Hills, California 91709 or the Community Development Department of the City of Diamond Bar, 21825 Copley Drive, Diamond Bar, California 91789.

**Proposals will be received by the Tres Hermanos Conservation Authority, at the office of the Executive Director, 2001 Grand Avenue, Chino Hills, California 91709, until 4:00 p.m., on Thursday, November 30, 2006.**

Each Proposal must be submitted in a sealed envelope, addressed to the Authority at the above-referenced address. Each sealed envelope containing the Proposal must be plainly marked on the outside as ***“Proposal for Tres Hermanos Land Use Concept Planning Services”*** with the **Proposer’s** name and address. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed to the Tres Hermanos Conservation Authority, attn: Executive Director, 2001 Grand Avenue, Chino Hills, California 91709. Submittal of ten (10) copies of the proposal is required.

**Should you have any questions regarding this Request for Proposals, please contact Douglas N. La Belle, Authority Executive Director and City Manager for the City of Chino Hills, at (909) 364-2610 or via e-mail at [dlabelle@chinohills.org](mailto:dlabelle@chinohills.org) or James DeStefano, City Manager for the City of Diamond Bar, at (909) 839-7010 or via e-mail at [james.destefano@ci.diamond-bar.ca.us](mailto:james.destefano@ci.diamond-bar.ca.us).**

